BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of order: 14.08.2026

NAME OF THE BUILDER		M/S GREEN HEIGHTS PROJECTS PRIVATE LIMITED	
PROJECT NAME		"BAANI CENTRE POINT" at Sector – M1D, Urban Complex, Manesar, Gurugram.	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/4735/2025	Chander Kala Taneja V/S M/s Green Heights Projects Private Limited	Shri Garvit Gupta, Advocate for complainants and Shri Harshit Batra, Advocate for respondent
2.	CR/6442/2025	Meena Dhar V/S M/s Green Heights Projects Private Limited	

CORAM:	
Shri Arun Kumar	**Chairman**

ORDER

1. This order shall dispose of both the complaints titled as above filed before the Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "The Rules") for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project,

namely, "**Baani Centre Point**" being developed by the same respondent/promoter i.e., M/s Green Heights Projects Private Limited. The terms and conditions of the builder buyer agreement and allotment letter against the allotment of unit in the said project of the respondent/builder and fulcrum of the issues involved in these cases pertains to failure on the part of the promoter to complete the construction of the project, seeking delay possession along with interest at the prescribed rate, delay possession charges and the execution of the conveyance deeds.

3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	**"BAANI CENTRE POINT"** at Sector – M1D, Urban Complex, Manesar, Gurugram
Project Area	2.681 Acres
Nature of the project	Commercial Colony
DTCP License No.	59 of 2009 dated 26.10.2009 valid up to 12.09.2020
Name of Licensee	M/s Paradise System Private Limited
RERA Registered	**Registered** 187 of 2017 dated 14.09.2017 Valid up to 13.09.2019
Possession clause: -	**7. TIME IS ESSENCE:** *The promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the premises along with parking (if applicable) to the allottee(s) and the common areas to the association of the allottees or the competent authority,* ***as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.*** ***Read with*** ***9. POSSESSION:*** ***9.1 SCHEDULE FOR POSSESSION OF THE COMMERCIAL UNIT:*** *(A) The Promoter agrees and understands that timely delivery of possession of the Commercial unit along with parking (if applicable) to the Allottee(s] and the common areas of the association of allottees or the competent authority, as the case may be, is the essence of the Agreement.* *The Promoter assures to hand over possession of the Commercial Unit along with parking (if applicable) as per agreed terms and conditions unless there is delay due to 'force majeure", Court orders, Government policy/guidelines, estate decisions affecting the regular development of the real project."* **(Emphasis supplied)**

Occupation certificate: -	Not yet obtained
Offer of possession: -	Not offered

Sr. No.	Complaint no. / Title/ Date of Filing / Reply	Unit no. and area	Date of AFS, AL and due date of Possession	Total sale consideration and Amount paid
1.	CR/4735/2025 Chander Kala Taneja V/S M/s Green Heights Projects Private Limited **DOF** 01.10.2025 **Reply** 20.03.2026	L-01A on Second Floor (Commercial space) 269 sq. ft. (super area) 55 sq. ft. (carpet area) [As mentioned in clause 1 (a) of AFS at page 34 of the complaint]	**AFS:** 16.09.2019 [page 27-58 of complaint] **Allotment letter:** 09.10.2019 [page 26 of complaint]	TSC: - **Rs.19,07,210/-** [As mentioned in clause 1(a) of AFS at page 34 of the complaint] AP: - **Rs.9,61,000/-** [As per receipts at page no. 19 – 24 of complaint also as mentioned in SOA dated 24.02.2026 at page no. 304 of reply]
	Due date of possession: 16.03.2023 [16.09.2022 + 6 months on account of Covid-19] **[Note:** Calculated 3 years from the date of execution of agreement for sale in view of ***Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018*** **(Plus)** Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.]			
2.	CR/6442/2025 Meena Dhar V/S M/s Green Heights Projects Private Limited **DOF** 19.12.2025 **Reply** 17.04.2026	LG-076 on Lower Ground Floor (Commercial space) 343 sq. ft. (super area) 157 sq. ft. (carpet area) [As mentioned in clause 1 (a) of AFS at page 28 of the complaint]	**AFS:** 01.08.2019 [page 22-53 of complaint] **Allotment letter:** 02.08.2019 [page 21 of complaint]	TSC: - **Rs.37,64,768/-** [As mentioned in clause 1(a) of AFS at page 29 of the complaint] AP: - **Rs.11,81,291/-** [As per receipts at page no. 20 – 21 of complaint also as mentioned in SOA dated 24.02.2026 at page no. 334 of reply]
	Due date of possession: 01.02.2023 [01.08.2022 + 6 months on account of Covid-19] **[Note:** Calculated 3 years from the date of execution of agreement for sale in view of ***Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC);***			

	***MANU/SC/0253/2018* (Plus)** Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.]

The complainants in the above complaint(s) have sought the following reliefs:

1. Interest for every month of delay at prevailing rate of interest, from 30.06.2020 till actual handing of the possession;
2. To handover the possession of the unit in a habitable state, after obtaining the occupation certificate form the concerned authorities;
3. To execute the conveyance deed of the allotted unit in favor of the complainant;
4. To not raise any payment demand, in violation of the provisions of RERA Act, 2016 and/ or contrary to the terms of the agreement;
5. Pass an order imposing penalty on the builder on account of various defaults and illegalities under RERA Act, 2016 and the same be ordered to be paid to the complainant;
6. Any other relief as may be deemed fit by this Authority.

Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing complaint
AL	Allotment letter
AFS	Agreement for sale
TSC	Total Sale consideration
AP	Amount paid by the allottee(s)

4. The aforesaid complaints were filed against the promoter on account of violation of the apartment buyer's agreement and allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges.
5. It has been decided to treat the aforesaid complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of Section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/4735/2025 titled as Chander Kala Taneja Vs. M/s Green Heights Projects Private Limited*** *are* being taken into consideration for determining

the rights of the allottee(s) qua the reliefs sought by the complainants-allottees.

A. Unit and Project related details:

7. The particulars of the project, the details of sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/4735/2025 titled as Chander Kala Taneja Vs. M/s Green Heights Projects Private Limited

S. N.	Particulars	Details
1.	Name and location of the project	"Baani Centre Point", Sector – M1D, Urban Complex, Manesar, Gurugram.
2.	Project area	2.681 Acres
3.	Nature of the project	Commercial Colony
4.	DTCP license no. and validity status	59 of 2009 dated 26.10.2009 Valid up to 12.09.2020
5.	Name of the Licensee	M/s Paradise System Private Limited
6.	RERA registered/ not registered and validity status	**Registered** 187 of 2017 dated 14.09.2017 Valid up to 13.09.2019
9.	Unit no.	L-01A on Second Floor (Commercial space) (As mentioned in clause 1 (a) of BBA at page 34 of the complaint)
10.	Unit area	269 sq. ft. (super area) 55 sq. ft. (carpet area) (As mentioned in clause 1 (a) of BBA at page 34 of the complaint)
11.	Allotment letter	09.10.2019 (As per page no. 26 of complaint)
12.	Date of execution of agreement for sale	16.09.2019 (As per page 27 – 58 of complaint)
14.	Possession clause	**7. TIME IS ESSENCE:** *The promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the*

		Authority and towards handing over the premises along with parking (if applicable) to the allottee(s) and the common areas to the association of the allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017. ***Read with*** ***9. POSSESSION:*** ***9.1 SCHEDULE FOR POSSESSION OF THE COMMERCIAL UNIT:*** *(A) The Promoter agrees and understands that timely delivery of possession of the Commercial unit along with parking (if applicable) to the Allottee(s] and the common areas of the association of allottees or the competent authority,* ***as the case may be, is the essence of the Agreement.*** *The Promoter assures to hand over possession of the Commercial Unit along with parking (if applicable) as per agreed terms and conditions unless there is delay due to 'force majeure", Court orders, Government policy/guidelines, estate decisions affecting the regular development of the real project."* **(Emphasis supplied)** (As per page 38 of the complaint)
15.	Due date of possession	**16.03.2023** [16.09.2022 + 6 months on account of Covid-19] ***"Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018*** *Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that* ***when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of***

		3 years would have been reasonable for completion of the contract." *In view of the above-mentioned reasoning, the date of the execution of commercial space buyer agreement dated 16.09.2019 ought to be taken as the date for calculating the due date of possession. Therefore, the due date for handing over the possession of the unit comes out to be* ***16.09.2022*** **+ Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.**
16.	Total sale consideration **[BSP + DC + ECC + ACC + LCC]**	Rs.19,07,210/- (As mentioned in clause 1 (a) of BBA at page 34 of the complaint)
17.	Amount paid by the complainants	Rs.9,61,000/- (As per receipts at page no. 19 – 24 of complaint also as mentioned in SOA dated 24.02.2026 at page no. 304 of reply)
18.	Occupation certificate	Not yet obtained
20.	Offer of possession	Not offered

B. Facts of the complaint: -

8. The complainant has made the following submissions: -

a. That the present complaint has been filed by the complainant under Section 31 of the Real Estate (Regulations and Development) Act, 2016 read with Rule 28 Haryana Real Estate (Regulation & Development) Rules, 2017 seeking relief in respect of the lapses, defaults and unjust and unfair trade practices on the part of the respondent.

b. That the complainant is a simple, law abiding and peace -loving person. The complainant had throughout acted as per the terms of the allotment, rules and regulations and the provisions laid down by law and no illegality whatsoever has been committed by her in adhering to her contractual obligations. The booking has been made by the complainant and the

payments have been made by her with all the efforts and hope to fulfil the dream of her family of having her own commercial space to earn a living.

c. That the respondent is a company incorporated under the Companies Act, 1956 having its registered office at the above-mentioned address and existing under the Companies Act, 2013. That as per Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016, the respondent falls under the category of 'Promoter' and is bound by the duties and obligations mentioned in the said Act and is under the territorial jurisdiction of this Authority.

d. That as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the complainant falls under the category of 'allottee' and has rights under the Act.

e. That the respondent offered for sale units in a commercial complex known as 'Baani Centre Point' which claimed to comprise of commercial units, car parking spaces, recreational facilities, gardens etc. on a piece and parcel of land situated in Sector M1D, Gurugram, Haryana. The respondent also claimed that the DTCP, Haryana had granted license bearing no. 59 of 2009 on a land area of about 2.681 acres in Village Lakhnaula, Tehsil Manesar, Gurugram to its associates companies for development of a commercial colony in accordance with the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made thereunder in 1976.

f. That the complainant received a marketing call from the office of respondent in the month of November, 2018 for booking in commercial project of the respondent, 'Baani Centre Point', situated at Sector M1D, Gurugram. The complainant had also been attracted towards the aforesaid project on account of publicity given by the respondent through various means like various brochures, posters, advertisements etc. The marketing staff of the respondent also assured timely delivery of the unit.

g. That the complainant, induced by the assurances and representations made by the respondent, decided to book a commercial unit in the project of the respondent as the complainant required the same in a time bound manner for her own use. This fact was also specifically brought to the knowledge of the officials of the respondent who confirmed that the possession of the commercial unit to be allotted to the complainant would be positively handed over within the agreed time frame. It was also confirmed by the representatives of the respondent that the payment plan in question would be 50:50 and the total sale consideration of Rs.19,07,210/- would be paid in the following manner:

- On Booking- Rs.9,55,510/-
- On Notice of Possession- Rs.11,86,647/-

h. That the complainant at the time of booking based on the demands raised by the respondent and based on the payment plan shared by the respondent paid Rs.1,00,000/- on 20.02.2019, Rs.2,00,000/- on 26.02.2019, Rs.2,60,000/- on 22.04.2019, Rs.1,000/- on 25.09.2019, Rs.2,00,000/- on 28.09.2019 and Rs.2,00,000/- on 02.10.2019. The respondent vide its receipts dated 09.10.2019 acknowledged the said payments as made by the complainant. The fact that the complainant has paid Rs.9,61,000/- at the time of booking strictly as per the payment plan is evident from the statement of account dated 10.10.2019.

i. That subsequently, respondent vide its allotment letter dated 09.10.2019 confirmed the allotment of commercial unit bearing no. L-01A, 2nd floor, having super area of 269 sq. ft. to the complainant in the said project of the respondent.

j. That a copy of the commercial space buyer's agreement was sent to the complainant, which was a wholly one-sided document containing totally unilateral, arbitrary, one-sided, and legally untenable terms favouring the

respondent and was totally against the interest of the purchaser, including the complainant herein.

k. That the provisions of the commercial space buyer's agreement besides other similar one-sided provisions are on the face of it highly illegal, absurd, unilateral, arbitrary, unconscionable and not valid. The legislature has promulgated the Real Estate (Regulation and Development) Act, 2016 to balance the bargaining power of the allottees who have been disadvantaged by the abuse of the dominant position of the developers. A bare perusal of the above clauses highlights the one-sided arbitrary commercial space buyer's agreement and the abuse of dominant position is all pervasive in the terms and conditions of the commercial space buyer's agreement executed by the respondent vide various clauses imposing all the liabilities on the complainant, while conveniently relieving itself from all obligations on its part.

l. That the complainant made vocal her objections to the arbitrary and unilateral clauses of the commercial space buyer's agreement to the respondent. The respondent/ promoter refused to amend or change any term of the pre-printed commercial space buyer's agreement and further threatened the complainant to forfeit the previous amounts paid by her if further payments are not made. That the complainant had made substantial payment before the execution of the commercial space buyer's agreement. since the complainant had already parted with a considerable amount of the sale consideration, she was left with no other option but to accept the lopsided and one-sided terms of the commercial space buyer's agreement. since the complainant had duly paid a huge amount out of her hard-earned money, she felt trapped and had no other option but to sign the dotted lines. Hence, the commercial space buyer's agreement dated 16.09.2019 was executed.

m. That despite having made the commercial space buyer's agreement dated 16.09.2019 containing terms very much favourable as per the wishes of the respondent, still the respondent miserably failed to abide by its obligations thereunder. The respondent has even failed to perform the most fundamental obligation of the agreement which was to handover the possession of the commercial within the promised time frame, which in the present case has been delayed for an extremely long period of time. The failure of the respondent and the fraud played by it is writ large.

n. That as per clause 7 of the commercial space buyer's agreement dated 16.09.2019, the possession was to be handed over by the respondent to the complainant as per the timeline disclosed by the respondent at the time of registration of the project. As per the information disclosed at the time of registration by the respondent, the due date of the completion of the project was 30.06.2020. Therefore, the due date of handing over of possession lapsed on the aforesaid date.

o. Furthermore, it was agreed vide Clause 9 of the said agreement that the timely delivery of possession of the unit was the essence of the agreement and that the respondent was to handover the possession of the unit as per the agreed terms and conditions.

p. That since the time period to handover the possession stated by the respondent in the commercial space buyer's agreement had lapsed, the complainant requested the respondent telephonically, and by visiting the office of the respondent to update her about the date of handing over of the possession. The representatives of the respondent assured the complainant that the possession of the unit would be handed over to her very shortly as the construction was almost over. However, the failure of the respondent has resulted in serious consequences being borne by the complainant.

q. That the respondent has miserably failed to send any other legal payment demand for the period of 5 years from the date of issuance of last payment demand for the simple reason that the respondent has not completed the construction within the agreed time frame. The next payment demand as per the terms of the allotment and the payment plan which was to be raised at the stage of 'notice of possession' has till date not been issued by the respondent to the complainant because the respondent failed to complete the structure till that stage. The fact that no intimation regarding the application for the grant of the occupation certificate was given by the respondent to the complainant speaks about the volume of illegalities and deficiencies on the part of the respondent. There is inordinate delay in developing the project well beyond what was promised and assured to the complainant. This further shows that the demands which were raised by the respondent didn't correspond to the actual construction status on the site.

r. That the respondent has committed various acts of omission and commission by making incorrect and false statements at the time of booking. There is an inordinate delay of 62 months calculated up to September, 2025 and till date the possession of the allotted unit has not been offered by the respondent to the complainant.

s. The respondent has deliberately, mischievously, dishonestly and with malafide motives cheated and defrauded the complainant. It is unambiguously lucid that no force majeure was involved and that the project has been at standstill since several years. The high headedness of the respondent is an illustration of how the respondent conducts its business which is only to maximize the profits with no concern to the buyers.

t. That the respondent has even failed to renew registration certificate of the project from this Authority and has acted in blatant violation of Section 3 of

the Real Estate (Regulation and Development) Act, 2016. The respondent was bound to comply with provisions of the Act and the Rules and Regulations made thereunder. It is, thus clear that the respondent has been acting not only in contrary to the terms of the agreement which were drafted by the respondent itself but has also on account of its own acts and has reduced the complainant at its mercy wherein and the complainant' questions have been left un-answered and the respondent/promoter is continuing with its illegal acts acting strictly in violation of the provisions of the RERA Act, 2016 and Haryana Rules, 2017.

u. That the respondent has violated several provisions of RERA 2016 and Haryana RERA Rules 2017 and is liable for the same. As per section 18 of RERA 2016 and Rules 15(1) and 15(3) of Haryana RERA Rules, 2017, the respondent/promoter is liable to pay interest for every month of delay till handing over of possession.

v. That the above-mentioned acts of the respondent are also in violation of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016. That the complainant hereby makes a submission before this Hon'ble Authority under Section 34(f) of RERA Act, 2016 to ensure compliance/obligations cast upon the promoter/ respondent as mentioned above.

w. That the respondent is enjoying the valuable amount of consideration paid by the complainant out of her hard-earned money and the complainant realizing the same demanded delayed possession charges from the respondent. But a week ago, the respondent has in complete defiance of its obligations refused to hand over the possession to the complainant along with delayed possession charges leaving her with no other option but to file the present complaint. Since respondent miserably failed in its obligations, hence, the complainant is entitled to delayed possession charges at the rate

prescribed as per the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.

x. That the project is an ongoing project and hence falls under the first proviso to Section 3(1) of RERA 2016. The complainant believe that no occupation and completion certificate has been issued for the project in question till date and hence this project falls clearly under the jurisdiction of this Authority. The respondent in utter disregard of its responsibilities has left the complainant in the lurch and the complainant has been forced to chase the respondent for seeking relief.

y. That the cause of action for the present complaint is recurring one on account of the failure of the respondent to perform its obligations within the agreed time frame. The cause of action again arose when the respondent failed to hand over the possession and compensation for delay on its part and finally about a week ago when the respondent refused to compensate the complainant with the delayed possession interest amount and compensation. The complainant reserves her right to approach the appropriate forum to seek compensation.

C. Relief sought by the complainant:

9. The complainant has sought following relief:

i. Interest for every month of delay at prevailing rate of interest, from 30.06.2020 till actual handing of the possession;

ii. To handover the possession of the unit in a habitable state, after obtaining the occupation certificate form the concerned authorities;

iii. To execute the conveyance deed of the allotted unit in favor of the complainant;

iv. To not raise any payment demand, in violation of the provisions of RERA Act, 2016 and/ or contrary to the terms of the agreement;

v. Pass an order imposing penalty on the builder on account of various defaults and illegalities under RERA Act, 2016 and the same be ordered to be paid to the complainant;

vi. Any other relief as may be deemed fit by this Authority.

10. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply filed by the respondent:

11. The respondent has contested the complaint on the following grounds:

a. That the commercial relationship between the parties revolves around a commercial unit in the project. Upon gaining knowledge of the project, the complainant applied for a provisional allotment in the project by submitting an application form dated 20.02.2019.

b. The said request for allotment was accepted by the respondent and a unit bearing tentative number L-01A tentatively admeasuring 269 sq. ft. was allotted to the complainant.

c. Thereafter, the respondent requested for details of allottees for execution of the BBA, however, the signed copy of the same was never provided by the complainant. At this stage, it is of the essence to note that the date of completion of project, was as revised, as evident from revised A to H.

d. That from the beginning of the implementation of the project, there have been various intervening circumstances, beyond the control and apprehension of the respondent that have affected this commercial relationship between the parties. For ease of reference all the factors and events having a direct effect on the project have been delineated hereinbelow:

Category I:	*Period between 06.04.2004 and 23.04.2015*	*The events that transpired under this category show that there was not one event that could have been pre-conceived by the Respondent and neither was there any event / default on part of the Respondent that has led to the subsequent stay and the departmental delays.*
Category II:	*Period between 24.04.2015 and 13.03.2018 (hereinafter referred to as Zero Period I)*	*Due to the pendency of the proceedings before the Hon'ble Supreme Court, a stay was affected over the project land, however, permission was granted to Paradise to approach DTCP to seek clarifications qua the applicability of stay over the*

		project in question. During this time, the company was in constant follow up with DT P (enforcement) with respect to grant of necessary permissions concerning the project.
Category III:	*Period Between 14.03.2018 and 12.10.2020*	*After the removal of the stay by the Hon'ble Supreme Court, continuous follow ups were made by the Respondent regarding the grant of pending permissions. The Respondent herein is seeking the grace of this period as the entire time was utilised in following up with the concerned departments.*
Category IV:	*Period Between 13.10.2020 – 21.07.2022 (hereinafter referred to as the Zero Period II)*	*The Project was under injunction by the Hon'ble Supreme Court due to an application filed by HSIIDC.*
Category V:	*Period from 22.07.2022 till Date*	*The Respondent is seeking the benefit of this period as a grace period from this ld. Authority. The entire list of events ex facie show that the Respondent has been left at the mercy of the competent department and has been entangled in the procedural requirements and departmental delays due to no fault whatsoever on part of the Respondent.*

e. That the project land had become a part of certain land acquisition proceedings by the State. The following detailed list of dates, shows the detailed events that have transpired relating such land acquisition proceedings, within the period falling in the aforesaid categories:

S. No.	*CATEGORY*	*DATE*	*EVENTS*
1	***CATEGORY I:*** *The events that transpired prior to the effect of the Hon'ble Supreme Court's orders over the Project. This shows the required permissions for the project were obtained in a timely fashion.*	*06.04.2004* *07.04.2024*	*Paradise Systems Pvt. Ltd. purchased 2.681 acres of land in the village Lakhnaula by registered sale deeds, hence Paradise Systems Pvt. Ltd. is the landowner of the project in question (hereinafter referred to as "**Paradise**")*
2		*27.08.2004* *24.08.2007*	*A notice was issued by Haryana Govt, industries Department under Section 4 of Land Acquisition Act, 1894 for acquiring land admeasuring 912 acres 7 Marlas from village Manesar, Lakhnaula and Naurangpur, Tehsil & Dist Gurugram for setting up Chaudhari Devi Lal Industrial Township. Paradise's Land fell under the above mentioned 912 acres.* *The land acquisition proceedings were withdrawn by the State Government on 24.08.2007*
3		*09.09.2007*	*Paradise entered into a collaboration agreement with the erstwhile developer - Sunshine Telecom Services Pvt. Ltd. Paradise granted the 'absolute developmental right' of land for construction of commercial office space to Sunshine.*

4		20.09.2007	Haryana State Industrial & Infrastructure Development Corporation (hereinafter referred to as the "**HSIIDC**") proposed to constitute an Inter Department Committee to submit a report with recommendations regarding issuance of fresh acquisition.
5		26.10.2009	Paradise had obtained license for of land measuring 2.681 acres situated at village Lakhnaula Manesar M1D, from the Town and Country Planning Department, Govt. of Haryana (hereinafter referred to as the "**DTCP**") vide License No. 59/2009 dated 26.10.2009, being valid up to 25.10.2013. The license was granted for the development of the Project in question.
6		29.01.2010	The report of the interdepartmental committee was submitted and the said report was duly endorsed by HSIIDC. The State Government in Industries and Commerce Department decided to close the acquisition proceedings in view of the recommendations of the Inter Departmental Committee.
7		30.03.2013	Paradise alleged that Sunshine did not adhere to the terms of the collaboration agreement. Paradise claims to have refunded all amounts received by it and annulled that transaction by deed dated 30.03.2013.
8		30.03.2013	Paradise thereafter entered into a collaboration agreement with Green Heights projects Pvt. Ltd. (the **Respondent** herein) for the development of the Project in question.
9		22.05.2013	The bonafide of the Respondent is evident from the fact that in order to comply with the then applicable guidelines and regulations, the Respondent paid the entire External Development Charges and Internal Development Charges (EDC & IDC) to the DTCP.
10		01.04.2014	Paradise was granted the NOC for Height clearance from the Airports Authority of India.
11		23.07.2014	The building plans for the development of the Project in question were approved by DTCP.
12		17.10.2014	Environment clearance was granted for construction of the commercial project in question.
13		24.04.2015	The said Land became the subject of the proceedings before the Hon'ble Supreme Court in a case titled Rameshwar & Ors. vs. State of Haryana & Ors. bearing Civil Appeal No. 8788 of 2015. The Hon'ble Apex Court, vide its order dated 24.04.2015 in the Rameshwar Case, stayed the construction on the said land with effect from 24.04.2015, which was eventually affected till 12.03.2018. Notably, on 24.04.2015, the Project land, inter alia, became the subject land in the legal proceedings in the Rameshwar Case.
14		27.04.2015	Pursuant to the directions passed by the Apex Court, the DTCP directed all Owners/Developers to stop construction in respect of the entire 912 Acres of land which included our Real Estate Project Baani Centre Point vide letter dated 27.04.2015.

15	**CATEGORY II:** ZERO PERIOD I Due to the pendency of the proceedings before the Hon'ble Supreme Court, a stay was affected over the project land, however, permission was granted to Paradise to approach DTCP to seek clarifications qua the applicability of stay over the project in question. During this time the company was in constant follow up with DTCP (enforcement) with respect to grant of necessary permissions concerning the project.	21.08.2015	Paradise approached the Hon'ble Supreme Court of India for the clarification of the stay order as to whether order dated 24.04.2015 was applicable to the land and license no. 59 of 2009. Paradise contended that their land was distinct from the land involved in the Rameshwar case. The Hon'ble Supreme Court directed Paradise to seek clarifications from DTCP, designating the DTCP as the appropriate authority to issue orders in the matter.
16		25.08.2015 08.01.2016	Paradise approached DTCP on 25.08.2015 for clarification and stated that the land owned by Paradise doesn't fall within the ambit of the Rameshwar case. Paradise had also issued a reminder dated 08.01.2016 to DTCP for the clarification being sought.
17		15.01.2016	In the meanwhile, the permissions and approvals, previously granted qua the project had expired and hence, Paradise had also requested DTCP for renewal of the permissions. Paradise also submitted an application for transfer of license and change in developer, in favour of Green Heights Projects Pvt. Ltd.
18		20.04.2016	That Paradise approached DTCP vide various representations however DTCP did not take any decision as the matter was pending in the Supreme Court. It was further represented by DTCP that the original files in respect of land portions of entire 912 acres have been taken by Central Bureau of Investigation (hereinafter referred to as the **"CBI"**) of all the projects and till original files are returned by CBI, DTCP will not be in a position to provide clarification in respect of various representations.
19		13.09.2016 (receiving dated 14.09.2016) 21.10.2016 (receiving dated 25.10.2016) 01.02.2017 (Received on 02.02 .2017)	Paradise again wrote to DTCP to retrieve the original files from CBI. It was informed that in the writ petition filed seeking retrieval of the original files, directions for handing back of the original files as already passed. It was requested that such retrieval be done and DTCP should process the pending application for renewal and transfer of License and sanction of revised building plans. Due to the non-action part of DTCP, multiple reminders and representations were written by Paradise with a bonafide attempt towards the completion of the project.
20		27.03.2017	Paradise then approached Punjab and Haryana High Court for directions to CBI to handover original files in respect of the project of Green Heights and the High Court by order dated 27.03.2017 noting the handover.
21		09.05.2017	Paradise approached DTCP to issue BR-III for revised building plans stating that the conditions of the in-principle approval have been complied with.

22		07.08.2017	Paradise again approached DTCP to issue BR-III for revised building plans.
23		2015-2017	Despite various efforts and representatives DTCP did not clarify about the status of land and license of Paradise thus the order of the Supreme Court de-facto remained applicable on the said project.
24		14.09.2017	After the implementation of the RERA Act, the Real Estate Project Baani Centre Point was registered under RERA Act 2016 and Haryana RERA Rules 2017. The project was registered on 14.09.2017 vide registration no. 187 of 2017.
25		23.10.2017	Paradise wrote to DTCP detailing all the facts and events that have led to the present situation and again requested the DTCP to issue BR-III revised building plans. It was also highlighted that the delay in issuance of BR III is also delaying the service plan estimates and fire scheme approvals.
26		27.11.2017	Paradise requested DTCP to consider the period during which the no construction order is in frame, as the cooling period and extend the license accordingly.
27		15.12.2017	DTCP wrote to Paradise that the final approval for sanction of building plans on BR-III will be issued only after the Hon'ble Supreme Court of India removes the restrictions imposed for not raising further construction in the area.
28		12.03.2018	The stay of supreme court was lifted and the project Baani Centre Point was not included in tainted projects.
29	***CATEGORY III:*** *After the removal of the stay by the Hon'ble Supreme Court, continuous follow ups were made by the Respondent regarding the grant of pending permissions. The Respondent herein is seeking the grace of this period as the entire time was utilised in following up with the concerned departments*	14.03.2018	Paradise wrote to DTCP that the order dated 12.03.2018 has clarified that lands transferred/purchased prior to 24.08.2004 are not governed by the directions being given by Hon'ble Supreme Court which only pertain to lands transferred/purchased between the period from 27.08.2004 till 29.01.2010 only. The land owned by Paradise stands excluded from the dispute as the land was purchased on 06.04.2004 and 07.04.2004. Paradise requested DTCP to consider the period as Zero Period and requested for the renewal of the license and issue BR-III.
30		23.07.2018	Paradise approached DTCP for renewal of license to begin construction which was granted to them on 23.07.2018. That while renewing the license the entire period of 24.04.2015 till 12.03.2018 was exempted as Zero period by DTCP.
31		01.07.2019	The HSIIDC filed an application in the Hon'ble Supreme Court of India dated 01.07.2019 in the matter of Rameshwar & Ors. Vs. State of Haryana & Ors. to include the land of Paradise developed by Green Heights in the award dated 26.08.2007, being Application for Clarification of Final Judgment dated 12.03.2018 passed by the Supreme Court.
32		31.08.2019 13.09.2019	DTCP has passed an order dated 31.08.2019 stating that the renewal and transfer of license of Paradise and approval of revised building plan will be processed only after clarification is given by the Hon'ble Supreme Court on the application filed by

			HSIIDC. The intimation of this order was received from DTCP vide letter dated 13.09.2019.
33	***CATEGORY IV:*** ***ZERO PERIOD II***	*13.10.2020*	*The Hon'ble Supreme Court through its order dated 13.10.2020 granted injunction on further construction and creating third party rights of projects to the said case including project Baani Centre Point.*
34	*The Project was under injunction by the Hon'ble Supreme Court due to an application filed by HSIIDC*	*21.07.2022*	*Through the judgment dated 21.07.2022 in Rameshwar Case, the stay on construction was cleared by the Hon'ble Supreme Court of India with directions to Green Heights for payment of Rs. 13,40,50,000/- (Rupees Thirteen crores forty lakhs and fifty thousand only) as additional cost of land payable to HSIIDC @ Rs. 5 crores per acre. This order was passed by the Hon'ble Supreme Court after considering the development status of the project, amount received from the allottees, and to protect the interest of the allottees.*
35	***CATEGORY V:*** *The Respondent is seeking the benefit of this period as a grace period from this ld. Authority. The entire list of events ex facie show that the Respondent has been left at the mercy of the competent department and has been entangled in the procedural requirements and departmental delays due to no fault whatsoever on part of the Respondent.*	*25.07.2022 (Receiving dated 26.07.2022)* *04.08.2022 (Receiving dated 05.08.2022)*	*Paradise approached DTCP to issue BR-III for revised building plans as the land owned by Paradise shall be excluded from the deemed award after depositing a sum of 13,40,50,000/- to HSIIDC. It was highlighted that DTCP had previously (vide its letter dated 15.12.2017) stated that any application of the Project will be processed only after the restrictions imposed by Hon'ble Supreme Court were removed. Due to such acts of DTCP, there had been many delays in getting the necessary permissions. It was intimated that no such restriction is effective now and hence, DTCP was requested to process the following:* • *Renewal of license no. 59 of 2009;* • *Application dated 07.09.2020 with request to consider the period between 23.07.2018 till 21.07.2022 as cooling / zero period as no approvals were granted;* • *BR-III for revised building plans which were approved on 22.02.2017* • *Grant of approval of transfer of license and change of developer*
36		*04.08.2022*	*Green Heights filed an application for extension of the RERA registration under section 7 sub clause 3 dated 04.08.2022 which is awaited.*
37		*16.11.2022* *14.12.2022*	*In complete compliance of the order passed by the Hon'ble Supreme Court, and with an intent to complete the development of the Project, Green Heights projects Pvt. Ltd. paid the amount ₹ 13,40,50,000/- from its own resources on 16.11.2022 and requested for confirmation of such compliance.* *HSIIDC wrote to Green Heights confirming the amount 13,40,50,000/- received in HSIIDC account and that Green Heights has complied with the orders of Hon'ble Supreme Court.*
38		*15.12.2022 (Receiving dated 16.12.2023)*	*Paradise approached DTCP to issue BR-III for revised building plans as the sum of 13,40,50,000/- was deposited by Green Heights to HSIIDC and now the land was excluded from the deemed award.*
39		*05.01.2023 (Receiving*	*Paradise approached DTCP to process the pending applications for transfer of license.*

		dated 11.01.2023)	
40		02.09.2023 (Receiving dated 04.09.2023)	Paradise again approached DTCP to process the pending applications for renewal and transfer of license and issuance of BR-III.
41		03.10.2023	Paradise vide letter dated 03.10.2023 again approached for renewal of license no. 59 of 2009 and grant of approval for transfer of license and change of developer.
42		17.10.2023 23.10.2023	DTCP renewed the license no.59. of 2009 up to 21.01.2025. DTCP granted Zero Period from 23.07.2018 to 21.07.2022. BR III was also issued.
43		31.10.2023	Paradise vide letter dated 31.10.2023 again approached DTCP for grant of pending approval of transfer of license no. 59 of 2009 and change of developer.
44		20.02.2024 04.04.2024	The Hon'ble Supreme Court had directed the enforcement directorate to inquire about the projects falling within the purview of the subject matter. While following up from DTCP, it came within the knowledge of Green Heights Projects Pvt. Ltd. that DTCP is awaiting clearance from the enforcement directorate before proceeding towards the grant of pending permissions. Taking matters in its own hands, Green Heights Projects Pvt. Ltd. approached the enforcement directorate seeking a closer report.
45		15.04.2024 17.05.2024 (Receiving dated 20.05.2024) 03.06.2024	Paradise has been approaching DTCP, time and again, seeking the issuance of the pending permission for change of developer and transfer of license. Highlighting the urgency of the matter, it was informed that the project has been completed and around 400 customers are awaiting the possession. As part of the proactive approach of the company, Paradise also conveyed DTCP of the relevant email ids that need to be addressed while seeking clarifications from the enforcement directorate.
46		26.11.2024	Paradise again wrote to DTCP. It was highlighted that while DTCP allowed the BR III on 26.10.2023 and had also renewed the license, no further approvals were granted. It was highlighted that the project is complete and requested for grant of pending approvals.
47		As on date	The approval for transfer of license and change of developer is pending at the department's end, due to no fault of the Respondent or Paradise.

f. That the entire project, along with other land parcels, were entangled with the land acquisition proceedings, as noted above. However, at every stage and instant, the respondent had, communicated the complainant of all the updates of the matter. For instance, reference may be given to the letters dated 26.03.2021, 26.07.2022, and 06.12.2022 which show that the

respondent had duly informed the complainant about the injunction over the project, the resumption of **the construction works, and the imposition of additional fee of Rs.13.405 crore upon the respondent. Hence, no interest can be sought at this stage on such a ground, over which, acquiescence of the customer has already been noted.**

g. That, the Ld. Authority has also considered such a stance in case titled as ***Rajeev Pratap Singh, & Meenu Singh Vs BPTP Limited*** complaint no. 5138 of 2023. The hence, in the present case, the tentative due date needs to be considered as 3 years from 13.09.2019 which comes put to be 13.09.2022. That however, the said due date is only tentative and the effect of force majeure needs to be rightly considered, which has been noted in the following paragraphs.

h. That at the sake of repetition, it is pertinent to mention herein that the Hon'ble Supreme Court in the matter titled *Rameshwar & Ors. vs. State of Haryana* & Ors. bearing Civil Appeal No. 8788 of 2015 vide its order dated 24.04.2015 stayed the construction on the project land for the period between 24.04.2015 till 12.03.2018. That in lieu of the same, DTCP on 23.07.2018, exempted the period from **24.04.2015 till 12.03.2018 as 'Zero Period I'.** That the said period of Zero Period I amounts to a period of 1054 days.

i. That although the project land was freed by the Hon'ble Supreme Court in *Rameshwar (Supra),* however, HSIIDC filed an application seeking clarification and inclusion of project land in the Award. During this period, the Hon'ble Supreme Court had again effective an injunction on further construction from 13.10.2020. The said application was dismissed with directions of payment of Rs.13.405 Cr to HSIIDC vide order dated 21.07.2022. Considering all the facts, the DTCP renewed License No. 59 of 2009 up till 21.01.2025 and granted **'Zero Period II' for the period of 23.07.2018 to**

21.07.2022. That the said period of Zero Period II amounts to a period of 1460 days.

j. That the concept of force majeure is not codified; however, it is of essence to note that even the Authority considers the period of force majeure under the Model RERA Agreement. Clause 7.1 of Annexure A of the Haryana Real Estate (Regulation and Development) Rules, 2017 exempts the Promoter from such charges in cases of delay attributable to *force majeure* events, court orders, or government policies. The imposition of the aforementioned zero periods by the DTCP and Supreme Court orders unequivocally falls within these exemptions, thereby absolving the respondent from liability for delayed possession charges.

k. Hence, adding such time period (2514 days) to the tentative due date (13.09.2022), the date comes out to be 01.08.2029 that the complaint was filed before February, 2025, and hence, the complaint filed by the complainant is pre-mature. That the Section 18 (1)(b) of the Act allows that the relief of delayed possession charges arises only in case of failure of the promoter to deliver the project/unit in accordance with the promised timelines.

l. That apart from the requirement of the permissions, as noted above, the real estate industry faced other force majeure circumstances from 2015 to 2023. Some of which, are detailed hereunder:

S. No.	Date of order	Directions	Period of Restriction	Days affected	Comments
1.	07.04.2015	National Green Tribunal had **directed that old diesel vehicles (heavy or light) more than 10 years old would not be permitted to ply on the roads of NCR, Delhi.** It has further been directed by virtue of the aforesaid order that all the	**7th of April, 2015 to 6th of May, 2015**	**30 days**	The aforesaid ban affected the supply of raw materials as most of the contractors/ building material suppliers used diesel vehicles more than 10 years old. The order had abruptly stopped

		registration authorities in the State of Haryana, UP and NCT Delhi would not register any diesel vehicles more than 10 years old and would also file the list of vehicles before the tribunal and provide the same to the police and other concerned authorities.			the movement of diesel vehicles more than 10 years old which are commonly used in construction activity. The order had completely hampered the construction activity.
2.	19.07.2016	National Green Tribunal in O.A. No. 479/2016 had directed that no stone crushers be permitted to operate unless they operate consent from the State Pollution Control Board, no objection from the concerned authorities and have the Environment Clearance from the competent Authority.		**30 days**	The directions of NGT were a big blow to the real estate sector as the construction activity majorly requires gravel produced from the stone crushers. The reduced supply of gravels directly affected the supply and price of ready-mix concrete required for construction activities.
3.	08.11.2016	National Green Tribunal had directed all brick kilns operating in NCR, Delhi would be prohibited from working for a period of 2016 one week from the date of passing of the order. It had also been directed that no construction activity would be permitted for a period of one week from the date of order.	8th Nov, 2016 to 15th Nov, 2016	**7 days**	The bar imposed by Tribunal was absolute. The order had completely stopped construction activity.
4.	07.11.2017	Environment Pollution (Prevention and Control Authority) had directed to the closure of all brick kilns, stones crushers, hot mix plants, etc. with effect from 7th Nov 2017 till further notice.		**90 days**	The bar for the closure of stone crushers simply put an end to the construction activity as in the absence of crushed stones and bricks carrying on of construction were simply not feasible. The respondent eventually ended up locating alternatives with the intent of expeditiously concluding

					construction activities but the previous period of 90 days was consumed in doing so. The said period ought to be excluded while computing the alleged delay attributed to the Respondent by the Complainant. It is pertinent to mention that the aforesaid bar stands in force regarding brick kilns till date is evident from orders dated 21st Dec, 19 and 30th Jan, 20.
5.	09.11.2017	National Green Tribunal has passed the said order dated 9th Nov, 2017 completely prohibiting the carrying on of construction by any person, private, or government authority in NCR till the next date of hearing. (17th of Nov, 2017). By virtue of the said order, NGT had only permitted the competition of interior finishing/interior work of projects. The order dated 9th Nov, 17 was vacated vide order dated 17th Nov, 17.	**09.11.2017 to 17.11.2017**	**9 days**	On account of passing of the aforesaid order, no construction activity could have been legally carried out by the Respondent. Accordingly, construction activity has been completely stopped during this period.
6.	29.10.2018	Haryana State Pollution Control Board vide Notification HSPC B/MS/2018/2939-52	**01.11.2018 to 10.11.2018**	**11 days**	All construction activities involving excavation, civil construction (excluding internal finishing/work where no construction material is used) to remain closed in Delhi and other NCR Districts from November 01.10.2018
7.	24.12.2018	Delhi Pollution Control Committee vide Notification DPCC/PA to MS/2018/7919-7954	**24.12.2018 to 26.12.2018**	**3 days**	Construction activities in Delhi, Faridabad, Gurugram, Ghaziabad and Noida to remain closed till December, 26th 2018

8.	01.11.2019	Environment Pollution (Prevention and Control) Authority for National Capital Region vide Direction bearing no. EPCAR/2019/L—53	**01.11.2019 to 05.11.2019**	**6 days**	Construction activities in Delhi, Faridabad, Gurugram, Ghaziabad, Noida and Greater Noida to remain closed till morning of November 5, 2019 (current ban on construction was only 6 PM to 6 AM and this is new extended to be complete banned till Monday, November 5, 2019, morning)
9.	24.07.2019	NGT in O.A. no. 667/2019 & 679/2019 had again directed the immediate closure of all illegal stone crushers in Mahendergarh Haryana who have not complied with the siting criteria, ambient, air quality, carrying capacity, and assessment of health impact. The tribunal further directed initiation of action by way of prosecution and recovery of compensation relatable to the cost of restoration.		**30 days**	The directions of the NGT were again a setback for stone crushers operators who have finally succeeded to obtain necessary permissions from the competent authority after the order passed by NGT on July 2017. Resultantly, coercive action was taken by the authorities against the stone crusher operators which again was a hit to the real estate sector as the supply of gravel reduced manifolds and there was a sharp increase in prices which consequently affected the pace of construction.
10.	11.10.2019	Commissioner, Municipal Corporation, Gurugram has passed an order dated 11th of Oct 2019 whereby the construction activity has been prohibited from 11th Oct/ 2019 to 31st Dec 2019. It was specifically mentioned in the aforesaid order that construction activity would be completely stopped during this period.	**11th Oct 2019 to 31st Dec 2019**	**81 days**	On account of the passing of the aforesaid order, no construction activity could have been legally carried out by the Respondent. Accordingly, construction activity has been completely stopped during this period.

11.	04.11.2019	The Hon'ble Supreme Court of India vide its order dated 04.11.2019 passed in writ petition bearing no. 13029/1985 titled as "MC Mehta vs. Union of India" completely banned all construction activities in Delhi-NCR which restriction was partly modified vide order dated 09.12.2019 and was completely lifted by the Hon'ble Supreme Court vide its order dated 14.02.2020.	**04.11.2019 to 14.02.2020**	**102 days**	These bans forced the migrant labourers to return to their native towns/states/villages creating an acute shortage of labourers in the NCR Region. Due to the said shortage the Construction activity could not resume at full throttle even after the lifting of ban by the Hon'ble Apex Court.
12.	11.10.2019	Commissioner of Municipal Corporation Gurugram issued direction to issue Challan for Construction Activities and lodging of FIR from 11th October to 31st December, 2019 as per the direction issued by the chairman of EPCA vide letter EPCA-R/2019/L-42 dated October 09, 2019.	**11.10.2019 to 31.12.2019**	**81 days**	
13.	02.11.2023 and 05.11.2023	Commission for Air Quality Management in NCR and Adjoining Areas vide Order No. 120017/27/GRAP/2021/CAQM	**02.11.2023 to 18.11.2023**	**17 days**	The commission for Air Quality Management in NCR and adjoining areas, vide Direction No. 77 dated 6th October,2023, issued statutory direction for implementation of the revised schedule of the Graded Response Action Plan (GRAP) with immediate effect as and when orders under GRAP are invoked. The Sub-Committee constituted for invoking actions under the GRAP in its meeting held on 2nd November,2023 comprehensively reviewed the air quality scenario in the region as well as the forecasts for

					meteorological conditions and air quality index made available by IMD/IITM. Keeping in view the prevailing trend of air quality, in an effort to prevent further deterioration of the air quality, the sub-committee decided that ALL actions as envisaged under stage III of the GRAP -'Severe' Air Quality (DELHIAQI ranging between 401-450) be implemented in right earnest by all the agencies concerned in the NCR, with immediate effect, in addition to the stage I and II actions are already in force. These include: 4. Construction & Demolition activities. In furtherance of the same vide Order dated 05.11.2023 GRAP IV was implemented continuing the ban on construction and demolition activity.
14.				497 days	

m. That a period of 497 days was consumed on account of circumstances beyond the power and control of the respondent, owing to the passing of Orders by the statutory authorities and the Covid-19 pandemic. That the Authority, Gurugram has granted 6 months extension for all ongoing projects vide Order/Direction dated 26.05.2020 on account of 1st wave of COVID-19 Pandemic. It is pertinent to mention herein that the Hon'ble Haryana Real Estate Regulatory Authority, Panchkula had decided to grant extension of 3 months in addition to waiver granted during first wave of COVID Pandemic

from 1st of April 2021 to 30th of June 2021 considering the 2nd wave of COVID-19 as a Force Majeure event.

12. All other averments made in the complaint denied in toto.

13. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

14. The respondent has raised a preliminary submission/objection that the Authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

E.I Territorial jurisdiction

15. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

16. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> *"Section 11(4)(a)*
>
> *Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings,*

as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottee and the real estate agents under this Act and the rules and regulations made thereunder."

17. So, in view of the provisions of the Act of 2016 quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the objection raised by the respondent:

F.I Objection regarding delay due to force majeure circumstances ad zero period to be taken into consideration.

18. The respondent took a plea that the project "Baani Centre Point" was under stay orders of the Hon'ble Supreme Court of India for 7 years 3 months (24.04.2015 To 21.07.2022) which was beyond the respondent's reasonable control and because of this no construction in the project could be carried. Hence, there is no fault of the respondent in delayed construction which has been considered by DTCP and the Authority while considering its applications of considering zero period, renewal of license and extension of registration by the Authority.

19. Due to reasons stated hereinabove it became impossible to fulfil contractual obligations due to a particular event that was unforeseeable and unavoidable by the respondent. It is humbly submitted that the stay on construction order by the Hon'ble Supreme Court is clearly a "Force Majeure" event, which automatically extends the timeline for handing over possession of the unit. The intention of the force majeure clause is to save the performing party from consequences of anything over which he has no control. It is no more res integra that force majeure is intended to include risks beyond the reasonable control of a party, incurred not as a product or result of the negligence or malfeasance of a party, which have a materially adverse effect on the ability of

such party to perform its obligations, as where non-performance is caused by the usual and natural consequences of external forces or where the intervening circumstances are specifically contemplated. Thus, it was submitted that the delay in construction, if any, is attributable to reasons beyond the control of the respondent and as such the respondent may be granted reasonable extension in terms of the buyer agreement.

20. The Authority is of the view that the pivotal issue arises from the builder's actions during the period between 13.10.2020 to 21.07.2022, there were specific directions for stay on further construction/development works in the said project passed by the Hon'ble Supreme Court of India in ***M.A No. 50 of 2019*** vide order dated 21.07.2022 which was in operation from **13.10.2020 to 21.07.2022** and there is no evidence that the respondent did not comply with such order. The Authority observes that during this period, there was no construction carried out in the project nor any demands made by the respondent from the allottees. In view of the above, the promoter cannot be held responsible for delayed possession interest during this period. Therefore, in the interest of equity, no interest shall be payable by the complainants as well as respondent from 13.10.2020 to 21.07.2022 in view of the stay order of Hon'ble Supreme Court on further construction/development works on the said project.

G. Findings regarding relief(s) sought by the complainant:

G.I. Direct the respondent to pay interest for every month of delay at prevailing rate of interest, from 30.06.2020 till actual handing of the possession;

G.II Direct the respondent to handover the possession of the unit in a habitable state, after obtaining the occupation certificate form the concerned authorities;

G.III. Direct the respondent to execute the conveyance deed of the allotted unit in favor of the complainant;

G.IV Direct the respondent to not to raise any payment demand, in violation of the provisions of RERA Act, 2016 and/ or contrary to the terms of the agreement;

G.V Pass an order imposing penalty on the builder on account of various defaults and illegalities under RERA Act, 2016 and the same be ordered to be paid to the complainant;

G.VI Any other relief as may be deemed fit by this Authority.

21. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

22. The respondent stated that a collaboration agreement dated 30.03.2013 was entered into between M/s Paradise Systems Pvt. Ltd. being the original landholder and M/s. Green Heights Projects Pvt. Ltd., being the developer for the project namely "Baani Centre Point". Thereafter, the construction was initiated in the project and during that process a letter was received from Directorate of Town and Country Planning directing to stop the construction in compliance of the Injunction Order from the Hon'ble Supreme Court of India dated 24.04.2015. Thereafter the respondent-builder approached the Hon'ble Supreme Court of India for the clarification of the stay order as to whether it is applicable to the land and license however the Hon'ble Supreme Court directed it to approach DTCP for clarifications. The respondent builder approached DTCP vide various representations however DTCP did not take any decision as the matter was pending in the Supreme Court. It was further represented by DTCP that the original files in respect of land portions of entire 912 acres have been taken by Central Bureau of Investigation of all the projects and till original files are returned back by CBI, DTCP will not be in a position to provide clarification in respect of various representations. The landowner then approached Hon'ble Punjab and Haryana High Court for directions to CBI to handover original files in respect of the project of respondent and the High Court by order dated 27.03.2017 passed appropriate directions. It is pertinent to mention here that between the periods of 24.04.2015 till 12.03.2018, the Hon'ble Supreme Court of India had passed directions in respect of 912 acres of land in 3 villages including the land where

the present project (Baani Centre Point) is constructed. That vide judgment dated 12.03.2018, the project of the respondent was not included in tainted projects which clearly meant that respondent could commence construction subject to renewal of licenses and other permissions. Shortly after the stay was lifted on 12.03.2018, M/s Paradise Systems Pvt. Ltd. approached DTCP for renewal of license to begin construction which was granted to them on 23.07.2018 and thereafter the respondent has developed the project which is almost complete and was left for some finishing works and interiors. It shall be pertinent to mention that while renewing the license, the entire period of 24.04.2015 till 12.03.2018 was exempted as Zero period by DTCP.

23. Later on, the HSIIDC filed an application in the Hon'ble Supreme Court of India dated 01.07.2019 through M.A. No. 50 of 2019 in the matter of ***Rameshwar Vs. State of Haryana & Ors. CA 8788 of 2015*** being "Application for Clarification of Final Judgment dated 12.03.2018 passed by the Hon'ble Court". It is submitted that the Hon'ble Supreme Court through its order dated 13.10.2020 again granted an injunction on further construction of projects of the parties to the said case including M/s. Paradise Systems Pvt. Ltd. project of Baani Centre Point. The relevant portion of the said order stated that: - *"Pending further considerations, no third-party rights shall be created and no fresh development in respect of the entire 268 acres of land shall be undertaken. All three aforesaid developers are injuncted from creating any fresh third-party rights and going ahead with development of unfinished works at the Site except those related to maintenance and upkeep of the site".* That finally through the recent judgment on 21.07.2022, the stay on the construction was cleared by the Hon'ble Supreme Court of India in ***M.A. 50 of 2019*** in the matter of ***Rameshwar Vs. State of Haryana & Ors. CA 8788 of 2015.***

24. After consideration of all the facts and circumstances, the Authority is of the view that in the present case, the matter concerns a time period: from

13.10.2020 to 21.07.2022. During the period 13.10.2020 to 21.07.2022, there were specific directions for stay on further construction/development works in the said project passed by the Hon'ble Supreme Court of India in ***M.A No. 50 of 2019*** vide order dated 21.07.2022 which was in operation from ***13.10.2020 to 21.07.2022*** and there is no evidence that the respondent did not comply with such order. The Authority observes that during this period, no construction was carried out in the project nor any demands were made by the respondent from the allottees. In view of the above, the promoter cannot be held responsible for delayed possession interest during this period. Therefore, in the interest of equity, no interest shall be payable by the complainant as well as respondent from 13.10.2020 to 21.07.2022 in view of the stay order Hon'ble Supreme Court on further construction/development works on the said project.

25. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the provisions of Section 18(1) of the Act which reads as under:

> ***"Section 18: - Return of amount and compensation***
> *(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*
> *..... Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed"*

26. Clause 7.1 read with 9.1 of the agreement for sale provides the time period for handing over possession and the same is reproduced below: -

> ***"7. TIME IS ESSENCE:***
> *The promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the premises along with parking (if applicable) to the allottee(s) and the common areas to the association of the allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.*
>
> ***Read with***
>
> ***9. POSSESSION:***
> ***9.1 SCHEDULE FOR POSSESSION OF THE COMMERCIAL UNIT:***

(A) The Promoter agrees and understands that timely delivery of possession of the Commercial unit along with parking (if applicable) to the Allottee(s) and the common areas of the association of allottees or the competent authority, ***as the case may be, is the essence of the Agreement.***
The Promoter assures to hand over possession of the Commercial Unit along with parking (if applicable) as per agreed terms and conditions unless there is delay due to 'force majeure", Court orders, Government policy/guidelines, estate decisions affecting the regular development of the real project."

(Emphasis supplied)

27. **Due date of handing over of possession:** As per the documents available on record, there is no due date of possession is mentioned in the agreement for sale. A considered view has already been taken by the Hon'ble Supreme Court in the case where due date of possession cannot be ascertained then a reasonable time period of 3 years has to be taken into consideration/ it was held in matter ***Fortune Infrastructure v. Trevor d'lima (2018) 5 SCC 442: (2018) 3 SCC (civ) 1*** and then was reiterated in ***Pioneer Urban land & Infrastructure Ltd. V. Govindan Raghavan (2019) SC 725***: -

"Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered."

28. In the instant case, the promoter has allotted unit in its project vide agreement for sale dated 16.09.2019. in view of the above-mentioned reasoning, the date of execution of agreement for sale ought to be taken as the date for calculating the due date possession. Therefore, the due date of handing over of possession comes out to be 16.09.2022. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020, the completion date of the aforesaid project in which the subject unit is being allotted to the complainant is

16.09.2022 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. As such the due date for handing over of possession comes out to 16.03.2023.

29. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules. Rule 15 has been reproduced as under:

> ***"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***
> *For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.:*
> *Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public."*

30. The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

> *"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*
> *Explanation. —For the purpose of this clause—*
> *(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
> *(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

31. Consequently, as per website of the State Bank of India i.e., https://sbi.co.in, the marginal cost of lending rate (in short, MCLR) as on date i.e., 14.08.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

32. **Rate of interest to be paid by complainant/allottee for delay in making payments:** The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.

33. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.

34. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the Authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date. The due date of handing over possession comes out to be 16.03.2023 including grace period of 6 months in lieu of Covid-19.

35. It is pertinent to mention over here that even after a passage of more than 7 years (i.e., from the date of buyer agreement till date) neither the construction is complete nor the offer of possession of the allotted unit has been made to the allottee by the respondent/promoters. The Authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the unit which is allotted to him and for which he has paid a considerable amount of money towards the sale consideration. Further, the Authority observes that there is no document placed on record from which it can be ascertained that whether the respondents have applied for occupation certificate/part

occupation certificate or what is the status of construction of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

36. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at prescribed rate of the interest @ 10.80% p.a. from due date of possession i.e., 16.03.2023 till valid offer of possession plus two months after obtaining OC from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act, 2016 read with Rule 15 of the Rules, ibid. No interest shall be payable by the respondent as well as complainant from 13.10.2020 to 21.07.2022 in view of judgement of Hon'ble Supreme Court wherein this was explicitly instructed to cease any further development in the project. Further, the respondent is directed to offer the possession of the allotted unit within 30 days after obtaining occupation certificate from the competent authority. The complainant with respect to obligation conferred upon them under Section 19(10) of Act of 2016, shall take the physical possession of the subject unit, within a period of two months of the occupation certificate, after paying the outstanding dues.

37. In **CR/6442/2025**, the due date of possession and amount on which interest is to be calculated as detailed in table given in para 3 of this order.

- **Conveyance Deed**

38. The Authority further observes and deems fit that as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainants. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. The respondent/ promoter has not obtained the occupation certificate till date. As

per clause 12 of the agreement for sale dated 16.09.2019, the respondent shall prepare and execute along with allottee a conveyance deed to convey the title of the said plot in favour of the allottee but only after receiving full payment of total price of the plot and the relevant clause of the agreement is reproduced for ready reference: -

> ***12. Conveyance of the said units:***
> *"The Promoter, on receipt of Total Sale Price of commercial unit along with parking (if applicable), shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.*
> *Provided that the commercia unit is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter."*
>
> ***[Emphasis Supplied]***

39. It is to be further noted that Section 11(4)(f) provides for the obligation of respondent-promoter to execute a registered conveyance deed of the subject unit along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under Section 17 of the Act of 2016 and shall get the conveyance deed executed after obtaining the OC from the competent authority.

40. As far as the relief of transfer of title is concerned, the same can be clearly said to be the statutory right of the allottee as Section 17 (1) of the Act provides for transfer of title and the same is reproduced below for ready reference:

> ***"Section 17: Transfer of title.***
> *17(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining*

thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

41. In view of the above, the respondent is directed to execute the registered conveyance deed in favour of the complainants in terms of Section 17(1) of the Act of 2016, after receipt of occupation certificate from the competent authority and upon payment of requisite stamp duty charges and administrative charges up to Rs.15,000/- as fixed by the local administration, if any.

H. Directions of the Authority:

42. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the Authority under Section 34(f):

a. The respondent is directed to pay interest to the complainant at the prescribed rate i.e. 10.80% per annum for every month of delay on the amount paid by the complainant from the due date of possession i.e., 16.03.2023 till valid offer of possession plus two months after obtaining OC from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, ibid. In **CR/6442/2025**, the due date of possession and amount on which interest is to be calculated as detailed in table given in para 3 of this order.

b. No interest shall be payable by the respondent as well as the complainant for the period 13.10.2020 to 21.07.2022 in view of the stay order Hon'ble Supreme Court on further construction/development works on the said project.

c. The arrears of such interest accrued from due date of possession of each case till the date of this order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.

d. The respondent is further directed to issue updated statement of account to the complainant after adjustment of DPC and the complainant shall pay the outstanding dues, if any, to the respondent within a period of 30 days along with equitable rate of interest.

e. The respondent is further directed to offer possession of the allotted unit within 30 days after obtaining occupation certificate from the competent authority. The complainant with respect to obligation conferred upon her under section 19(10) of Act of 2016, shall take the physical possession of the subject unit, within a period of two months of the occupation certificate.

f. The rate of interest chargeable from the allottee(s) by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee(s), in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.

g. The respondent is further directed to execute the registered conveyance deed in terms of Section 17 (1) of the Act of 2016 within a period of 90 days after payment of requisite stamp duty and administrative charges by the complainants.

h. The respondent shall not charge anything from the complainant which is not the part of agreement to sale 16.09.2019.

43. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
44. Complaint as well as application, if any, stands disposed of accordingly.
45. True certified copy of this order shall be placed in the case file of each matter.
46. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 14.08.2026

HARERA
GURUGRAM